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WAL-MART ASSOCIATES, INC., and LUIS ECHEVERIA

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ANGEL BAZAN, an individual,

Plaintiff,

vs.

WAL-MART ASSOCIATES, INC., a
Delaware corporation; LUIS ECHEVERIA,
an individual; and DOES 1 through 20,
inclusive,

Defendants.

Case No.: 2:24-cv-04748-JFW-E

**STIPULATED PROTECTIVE
ORDER**

Removal Filed: June 6, 2024
Action Filed: March 4, 2024

1. GENERAL

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use

1 extends only to the limited information or items that are entitled to confidential
2 treatment under the applicable legal principles. The parties further acknowledge, as set
3 forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them
4 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
5 procedures that must be followed and the standards that will be applied when a party
6 seeks permission from the court to file material under seal.

7 1.2 GOOD CAUSE STATEMENT The parties anticipate that, due to the
8 nature of the claims and defenses at issue in this matter, discovery will include
9 personnel documents, medical records, confidential company documents, which may
10 include proprietary information and potential trade secrets, in addition to protected
11 third-party personnel information, and other personnel information. This information
12 is not otherwise available to the public, and the parties recognize and acknowledge that
13 this information becoming available to the public could potentially be extremely
14 valuable to competitors. The parties also anticipate discovery on topics concerning
15 Plaintiff's background, much of which shares the same confidential characteristics,
16 such as detailed credit information, Plaintiff's generalized background, Plaintiff's
17 income taxes, and other information concerning Plaintiff which relate to the claims and
18 defenses in this matter. The parties state that the above descriptions are not intended to
19 be an exhaustive list of all classes of information subject to this Stipulated Protective
20 Order.

21 This action is likely to involve trade secrets, customer and pricing lists and other
22 valuable research, development, commercial, financial, technical and/or proprietary
23 information for which special protection from public disclosure and from use for any
24 purpose other than prosecution of this action is warranted. Such confidential and
25 proprietary materials and information consist of, among other things, confidential
26 business or financial information, information regarding confidential business
27 practices, or other confidential research, development, or commercial information
28 (including information implicating privacy rights of third parties), information

otherwise generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among

1 other things, testimony, transcripts, and tangible things), that are produced or generated
2 in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
5 expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a party
12 to this Action but are retained to represent or advise a party to this Action and have
13 appeared in this Action on behalf of that party or are affiliated with a law firm that has
14 appeared on behalf of that party, including support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation support
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
23 their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL.”

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
27 from a Producing Party.

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1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only Protected
3 Material (as defined above), but also (1) any information copied or extracted from
4 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
5 Material; and (3) any testimony, conversations, or presentations by Parties or their
6 Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the trial
8 judge. This Order does not govern the use of Protected Material at trial.

9 **4. DURATION**

10 Even after final disposition of this litigation, the confidentiality obligations
11 imposed by this Order will remain in effect until a Designating Party agrees otherwise
12 in writing or a court order otherwise directs. Final disposition will be deemed to be the
13 later of (1) dismissal of all claims and defenses in this Action, with or without
14 prejudice; and (2) final judgment herein after the completion and exhaustion of all
15 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
16 for filing any motions or applications for extension of time pursuant to applicable law.

17 **5. DESIGNATING PROTECTED MATERIAL**

18 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

19 Each Party or Non-Party that designates information or items for protection under this
20 Order must take care to limit any such designation to specific material that qualifies
21 under the appropriate standards. The Designating Party must designate for protection
22 only those parts of material, documents, items, or oral or written communications that
23 qualify so that other portions of the material, documents, items, or communications for
24 which protection is not warranted are not swept unjustifiably within the ambit of this
25 Order.

26 Mass, indiscriminate, or routinized designations are prohibited. Designations
27 that are shown to be clearly unjustified or that have been made for an improper purpose
28 (e.g., to unnecessarily encumber the case development process or to impose

unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix, at a minimum, the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page page (or, for electronically stored information that may be produced in native format, to the storage medium itself, or in the native file's title) that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page that contains Protected Material. If only a portion or portions of the

1 material on a page qualifies for protection, the Producing Party also must clearly
2 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

3 (b) for testimony given in depositions that the Designating Party identify
4 the Disclosure or Discovery Material on the record, before the close of the deposition.

5 (c) for information produced in some form other than documentary and
6 for any other tangible items, that the Producing Party affix in a prominent place on the
7 exterior of the container or containers in which the information is stored the legend
8 “CONFIDENTIAL.” If only a portion or portions of the information warrants
9 protection, the Producing Party, to the extent practicable, shall identify the protected
10 portion(s).

11 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
12 failure to designate qualified information or items does not, standing alone, waive the
13 Designating Party’s right to secure protection under this Order for such material. Upon
14 timely correction of a designation, the Receiving Party must make reasonable efforts
15 to assure that the material is treated in accordance with the provisions of this Order.

16 5.4 Data Security. The Parties agree to provide adequate security to protect
17 data produced by the other party(ies) or by non-parties. This includes secure data
18 storage systems, established security policies, and security training for employees,
19 contractors and experts. At a minimum, any Receiving Party subject to the terms of
20 this Order, will provide reasonable measures to protect non-client data consistent with
21 the American Bar Association Standing Committee on Ethics and Professional
22 Responsibility, Formal Opinion 477R.

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
25 designation of confidentiality at any time that is consistent with the Court’s Scheduling
26 Order.

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
2 resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly
3 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

4 6.3 Burden. The burden of persuasion in any such challenge proceeding shall
5 be on the Designating Party. Frivolous challenges, and those made for an improper
6 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties)
7 may expose the Challenging Party to sanctions. Unless the Designating Party has
8 waived or withdrawn the confidentiality designation, all parties shall continue to afford
9 the material in question the level of protection to which it is entitled under the
10 Producing Party's designation until the Court rules on the challenge.

11 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this
14 Action only for prosecuting, defending, or attempting to settle this Action. Such
15 Protected Material may be disclosed only to the categories of persons and under the
16 conditions described in this Order. When the Action has been terminated, a Receiving
17 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

18 Protected Material must be stored and maintained by a Receiving Party at a
19 location and in a secure manner that ensures that access is limited to the persons
20 authorized under this Order.

21 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
22 otherwise ordered by the Court or permitted in writing by the Designating Party, a
23 Receiving Party may disclose any information or item designated "CONFIDENTIAL",
24 on a need-to-know basis, only to:

25 (a) the Receiving Party's Outside Counsel of Record in this Action, as
26 well as employees of said Outside Counsel of Record to whom it is reasonably
27 necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order;

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions;

(j) Plaintiff Angel Bazan

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

1 If a Party is served with a subpoena or a court order issued in other litigation that
2 compels disclosure of any information or items designated in this Action as
3 “CONFIDENTIAL,” that Party must:

4 (a) promptly notify in writing the Designating Party. Such notification shall
5 include a copy of the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or order to
7 issue in the other litigation that some or all of the material covered by the subpoena or
8 order is subject to this Protective Order. Such notification shall include a copy of this
9 Stipulated Protective Order; and

10 (c) cooperate with respect to all reasonable procedures sought to be pursued by
11 the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served with
13 the subpoena or court order shall not produce any information designated in this action
14 as “CONFIDENTIAL” before a determination by the court from which the subpoena
15 or order issued, unless the Party has obtained the Designating Party’s permission. The
16 Designating Party shall bear the burden and expense of seeking protection in that court
17 of its confidential material and nothing in these provisions should be construed as
18 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
19 directive from another court.

20 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
21 **PRODUCED IN THIS LITIGATION**

22 (a) The terms of this Order are applicable to information produced by a Non-
23 Party in this Action and designated as “CONFIDENTIAL.” Such information
24 produced by Non-Parties in connection with this litigation is protected by the remedies
25 and relief provided by this Order. Nothing in these provisions should be construed as
26 prohibiting a Non-Party from seeking additional protections.

27 (b) In the event that a Party is required, by a valid discovery request, to produce
28 a Non-Party’s confidential information in its possession, and the Party is subject to an

1 agreement with the Non-Party not to produce the Non-Party's confidential information,
2 then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-Party
4 that some or all of the information requested is subject to a confidentiality agreement
5 with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated
7 Protective Order in this Action, the relevant discovery request(s), and a reasonably
8 specific description of the information requested; and

9 (3) make the information requested available for inspection by the Non-
10 Party, if requested.

11 (c) If the Non-Party fails to seek a protective order from this Court within 14
12 days of receiving the notice and accompanying information, the Receiving Party may
13 produce the Non-Party's confidential information responsive to the discovery request.
14 If the Non-Party timely seeks a protective order, the Receiving Party shall not produce
15 any information in its possession or control that is subject to the confidentiality
16 agreement with the Non-Party before a determination by the Court. Absent a court
17 order to the contrary, the Non-Party shall bear the burden and expense of seeking
18 protection in this Court of its Protected Material.

19 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
21 Protected Material to any person or in any circumstance not authorized under this
22 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
23 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
24 all unauthorized copies of the Protected Material, (c) inform the person or persons to
25 whom unauthorized disclosures were made of all the terms of this Order, and (d)
26 request such person or persons to execute the "Acknowledgment and Agreement to Be
27 Bound" that is attached hereto as Exhibit A.

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
2 **PROTECTED MATERIAL**

3 A. When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other protection,
5 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
6 Procedure 26(b)(5)(B) and as agreed upon by the Parties and set forth herein.

7 B. This provision is not intended to modify whatever procedure may be
8 established in an e-discovery order that provides for production without prior privilege
9 review.

10 C. This Order shall be interpreted to provide the maximum protection
11 allowed by Federal Rule of Evidence (FRE) 502(d) and shall be enforceable and
12 granted full faith and credit in all other state and federal proceedings by 28 U.S. Code
13 § 1738. In the event of any subsequent conflict of law, the law that is most protective
14 of privilege and work product shall apply.

15 D. Nothing contained herein is intended to or shall serve to limit a party's
16 right to conduct a review of documents, ESI or information (including metadata) for
17 relevance, responsiveness and/or segregation of privileged and/or protected
18 information before production.

19 E. If the Receiving Party has reason to believe that a produced document or
20 other information may reasonably be subject to a claim of privilege, then the Receiving
21 Party shall immediately sequester the document or information, cease using the
22 document or information and cease using any work product containing the information,
23 and shall inform the Producing Party of the beginning BATES number of the document
24 or, if no BATES number is available, shall otherwise inform the Producing Party of the
25 information.

26 F. A Producing Party must give written notice to any Receiving Party
27 asserting a claim of privilege, work-product protection, or other ground for reclaiming
28 documents or information (a "clawback request"). Subject to §6 of this Agreement,

1 after a clawback request is received, the Receiving Party shall immediately sequester
2 the document (if not already sequestered) and shall not review or use that document,
3 or any work product containing information taken from that document, for any purpose.
4 The Parties shall meet and confer regarding any clawback request.

5 **12. MISCELLANEOUS**

6 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
7 person to seek its modification by the Court in the future.

8 12.2 Right to Assert Other Objections. By stipulating to the entry of this
9 Protective Order, no Party waives any right it otherwise would have to object to
10 disclosing or producing any information or item on any ground not addressed in this
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any
12 ground to use in evidence of any of the material covered by this Protective Order.

13 12.3 Filing Protected Material. A Party that seeks to file under seal any
14 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
15 only be filed under seal pursuant to a court order authorizing the sealing of the specific
16 Protected Material at issue; good cause must be shown in the request to file under seal.
17 If a Party's request to file Protected Material under seal is denied by the Court, then the
18 Receiving Party may file the information in the public record unless otherwise
19 instructed by the Court.

20 **13. FINAL DISPOSITION**

21 After the final disposition of this Action, within 60 days of a written request by
22 the Designating Party, each Receiving Party must return all Protected Material to the
23 Producing Party or destroy such material. As used in this subdivision, "all Protected
24 Material" includes all copies, abstracts, compilations, summaries, and any other format
25 reproducing or capturing any of the Protected Material. Whether the Protected Material
26 is returned or destroyed, the Receiving Party must submit a written certification to the
27 Producing Party (and, if not the same person or entity, to the Designating Party) by the
28 60 day deadline that (1) identifies (by category, where appropriate) all the Protected

1 Material that was returned or destroyed, and (2) affirms that the Receiving Party has
2 not retained any copies, abstracts, compilations, summaries or any other format
3 reproducing or capturing any of the Protected Material. Notwithstanding this
4 provision, counsel are entitled to retain an archival copy of all pleadings, motion
5 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
6 deposition and trial exhibits, expert reports, attorney work product, and consultant and
7 expert work product, even if such materials contain Protected Material. Any such
8 archival copies that contain or constitute Protected Material remain subject to this
9 Protective Order as set forth in Section 4 (DURATION).

10 **14. VIOLATION OF ORDER**

11 Any violation of this Order may be punished by any and all appropriate measures
12 including, without limitation, contempt proceedings and/or monetary sanctions.

13
14 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

15
16 DATED: Friday, August 30, 2024

17 /s/ Kaveh S. Elihu

18 _____
19 EMPLOYEE JUSTICE LEGAL GROUP, P.C.

20 Kaveh S. Elihu, Esq

21 Daniel J. Friedman, Esq.

22 Attorneys for Plaintiff

23 Angel Bazan

24 DATED: August 30, 2024

25 /s/ Kathryn Lee Colgan

26 _____
27 BUCHANAN INGERSOLL & ROONEY LLP

28 Jason E. Murtagh

Kathryn Lee Colgan

Minney Thind

Attorneys for Defendants

WAL-MART ASSOCIATES, INC., and LUIS ECHEVERIA

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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3 DATED: 8/30/24



4 HON. CHARLES F. EICK

5 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of **Angel Bazan v. Wal-Mart Associates, Inc., et al., Case No.: 2:24-cv-04748-JFW-E**. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____

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